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# राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, बुधवार, 5 अक्टूबर, 1977/13 अश्विन, 1899

**GOVERNMENT OF HIMACHAL PRADESH**

**PUBLIC WORKS DEPARTMENT**

**NOTIFICATION**

*Simla-171002, the 26th August, 1977*

No. 9-94/69-PW(B).—In exercise of the powers conferred by sub-section (2) of section 5 and section 23 of the Himachal Pradesh Urban Estates

(Development and Regulation) Act, 1969, the Governor of Himachal Pradesh is pleased to make the following rules, namely:—

26 of 1969

## RULES

### PART I—PRELIMINARY

Short title  
and Co-  
mence-  
ment.

1. (1) These rules may be called the Himachal Pradesh Urban Estates (Development and Regulation) Rules, 1977.

(2) They shall come into force at once.

Definitions

2. (1) In these rules, unless the context otherwise requires,—

(a) “Act” means the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969

26 of 1969

(b) “additional price” means such sum of money as may be determined by the State Government, in respect of the sale of a site by allotment, having regard to the amount of compensation by which the compensation awarded by the Collector for the land acquired by the State Government of which the site sold forms a part, is enhanced by the Court on a reference made under section 18 of the Land Acquisition Act, 1894, and the amount of cost incurred by the State Government in respect of such reference.

*Explanation.*—For the purpose of this clause and sub-rule (1) of rule 4, the expression “the court” means the court as defined in clause (d) of section 3 of the Land Acquisition Act, 1894, and, where an appeal is filed, the appellate court.

(c) “applicant” means every person who gives notice to the Estate Officer of his intention to erect or re-erect building;

(d) “balcony” means horizontal projection including a hand rail to serve as a passage or sitting out place;

(e) “chhajja” means continuous sloping/horizontal projection above an opening;

(f) “commercial building” means a building used or constructed to be used wholly or principally for shops, offices etc. other than factories;

(g) “external air space” means space open to sky;

(h) “external wall” means an outer wall or vertical enclosure of any building not being a party wall even though adjoining to a wall of another building and it also means a wall abutting on an interior open space of any building. It does not mean an outer verandah wall;

(i) “first floor” means the storey immediately above the ground floor;

(j) “footing” means the projection caused at the base of the wall to spread the weight over a large area;

(k) “ground floor” means the storey immediately above the level of the adjoining ground on all sides;

(l) “habitable room” a room intended for living, eating or sleeping for a person or persons including kitchen but not including store-room, toilet, baths and corridor or passage;

- (m) "obnoxious trade" shall be deemed to be carried on any site or in a building (erected on a site) if the site or the building is used for any of the following purposes:—
- (i) melting tallow, dressing raw hides, boiling bones offal or blood;
  - (ii) as a soap house, oil boiling house, dying house or tannery;
  - (iii) as a brick-field, brick-kiln, char-coal kiln, pottery or lime-kiln or for stone crushing;
  - (iv) as any manufactory, engine-house, store house of place of business from which offensive or unwholesome smells, gases, noises or smoke arise;
  - (v) as a yard or depot for trade in unslaked lime, hay, straw, thatching grass, wood, charcoal or coal, or other dangerously inflammable material; and
  - (vi) as a store-house for any explosive or for petroleum or any inflammable oil or spirit;
- (n) "party wall" means a wall built on land belonging to two adjoining owners, the wall being the joint property of both owners;
- (o) "person" includes any body of persons corporate or incorporate;
- (p) "plinth" means the portion of the external wall between the level of the street and the level of the floor first above the street and "Plinth Level" means level of the ground floor of a building above the centre of the adjacent portion of the nearest street;
- (q) "qualified Architect" means "architect" as defined and having the qualifications as prescribed in the Architects Registration Act, 1973;
- (r) "residential building" means a building used or constructed to be used wholly or principally for human habitation only;
- (s) "set back line" means a line parallel with the central line of a road or street, beyond which nothing can be erected or re-erected;
- (t) "section" means a section of the Act;
- (u) "schedule" means a schedule annexed to these rules;
- (v) "shop-cum-flat building" means building used for shops at the ground floor and residential accommodation on above floors;
- (w) "storey" means any horizontal division of a building so constructed as to be capable of use as a living or sleeping apartment, even though such horizontal division does not extend over the whole depth or width of the building;
- (x) "tentative price" means such sum of money as may be determined by the State Government from time to time, in respect of the sale of a site by allotment, having regard, among other matters, to the amount of compensation awarded by the Collector under the Land Acquisition Act, 1894, for the land acquired by the State Government of which the site sold forms a part; and
- (y) "water closet" means a water borne latrine solid or liquid filth from which is intended to be discharged by a flush of water and shall include all man-holes, traps, gullies, soil pipes, waste pipes, ventilating pipes, anti-cyphenage pipes drains connected with the sewers.

(2) The words and expression which have not been defined in these rules, but are defined in the Act, shall have the meanings as have been assigned to them in the Act.

## PART II—SALE OF SITES

Sale by  
auction or  
by allotment.

3. The sites in an urban estate shall be sold by the State Government or by such authority as the State Government may appoint in this behalf, by auction or allotment for the purpose of proper planning and development of an urban estate. Sites may be reserved for ground or individual or for persons practising any profession or carrying on any occupation, trade or business, as may be decided by Government from time to time.

Section 23,  
(2) (a) and  
(3) (2).

Sale Price

4. (1) In the case of sale of a site by allotment the sale price shall be,—  
(a) where such site forms part of the land acquired by the State Government under the Land Acquisition Act, 1894, and—

(i) no reference under section 18 thereof is made against the award of the Collector or such a reference having been made has failed, the tentative price;

(ii) on a reference made under section 18 thereof the compensation awarded by the Collector is enhanced by the Court, the aggregate of the tentative price and the additional price;

(b) in any other case, such final price as may be determined by the State Government from time to time.

(2) In the case of sale of a site by auction, the sale price shall be such reserve price as may be determined by the State Government from time to time or any higher price determined as a result of bidding in an open auction.

Application  
for sale by  
allotment.

5. (1) In case of sale by allotment the intending purchaser shall make an application to the Estate Officer concerned in the form (annexed to these rules) as given in Schedule 'A'.

Section 23  
(2) (a) and  
(b) and 3  
(2) and (3).

(2) No application under sub-rule (1) shall be valid unless it is accompanied by ten per cent of the sale price in the form of demand draft payable to the Estate Officer and drawn on any Scheduled Bank situated at the nearest place to the urban estate concerned or at any other place which the Estate Officer may specify.

(3) When ten per cent of the price has been tendered the State Government or such authority as it may appoint in this behalf may allot a site of the size applied for. Intimation of such allotment shall be given to the applicant(s) by registered post giving the number, dimensions, area and tentative price or final price of the site allotted.

(4) The applicant, shall, unless he refuses to accept the allotment within thirty days of the date of issue of the allotment orders, deposit within that period and in the manner mentioned in sub-rule (2) (the remaining fifteen per cent of the sale price or) such amount which together with the amount already deposited under sub-rule (2) equals at least twenty-five per cent of the tentative price or final price of the site. In case of failure to deposit the said amount, the allotment shall be cancelled and the deposit made under sub-rule (2) shall be forfeited to the State Government in whole or in part and the applicant shall have no claim for damages.

(5) If the applicant refuses to accept the allotment within the said period of thirty days, he will be entitled to the refund of the amount paid by him. The refusal shall be communicated to the Estate Officer concerned



through an acknowledgement due registered letter. The refund shall be made by means of a cheque payable at the State Bank of India at any place and the applicant shall have no claim in respect of the collection charges for the cheque.

Section 23  
(2) (a) and  
(b) and 3  
(2)(3).

6. (1) In the case of sale of a site by allotment the transferee shall be liable to pay to the State Government in addition to the tentative price thereof the additional price, if any, determined in respect thereto under these rules.

Liability  
to pay  
additional  
price.

(2) The additional price shall be payable by transferee within a period of thirty days of the date of demand made in this behalf by the Estate Officer.

Section 23  
(2) (a) and  
(3) (2).

7. In the case of sale by auction at least twenty five per cent of the bid accepted by the auctioning officer shall be paid on the spot by successful bidder in cash or by means of a demand draft drawn in the manner specified in sub-rule (2) of rule 5.

Sale by  
auction.

Sections 23  
(2) (a) and  
3 (2).

8. The possession of the site shall be delivered to the transferee after the payment of twenty-five per cent :—

Delivery of  
possession.

(a) in the case of sale by allotment, of the tentative price or final price and within three months of the issue of the allotment order to him; and

(b) in the case of sale by auction, of the sale price referred to in sub-rule (2) of rule 4 and within three months of the date of the auction.

Sections 23  
(2) (a) and 3  
(2).

9. On receipt of at least twenty-five per cent of the tentative price or final price in the case of sale by allotment on lease and of the sale price referred to in sub-rule (2) of rule 4 in the case of sale by auction, the transferee shall execute a deed of conveyance in the form given in Schedule 'B' or schedule 'C' as the case may be, in such manner as may be directed by the Estate Officer.

Conveyance  
deed.

Sections 23  
(2) (a) and 3  
(2) 3 (a).

10. The transferee shall not use the site or the building erected thereon for a purpose other than that for which it has been sold to him.

Use of site

Section 23  
(2) (b) and  
3 (3).

11. In the case of any particular sale of site by allotment or by auction, the State Government may decide that the balance of seventy-five per cent of the tentative price or final price, or, as the case may be, the sale price after payment of twenty-five per cent of the price specified in sub-rules (2) and (4) of rule 5 in case of sale by allotment and in rule 7 in the case of sale by auction, may be paid in lumpsum or in annual equated instalments not exceeding three.

Payment in  
lump sum or  
instalments

Section 23  
(2) (b) and  
(3).

12. Whereas provided in rule 11, recovery is decided to be made in lump sum, the balance of seventy-five per cent of the tentative price or final price shall be payable within sixty days after the date of issue of allotment order or the date of auction as the case may be.

Lumpsum  
payment.

Section 23  
(2) (b) and 3  
(3).

13. (1) (a) in case it is decided to make recovery in one annual instalment, the remaining tentative price or final price viz., seventy-five per cent, shall be payable within one year from the date of issue of allotment order under sub-rule (3) of rule 4 of the date of auction under rule 7, as the case may be.

Instalment.

(b) In case it is decided to make recovery in two equated annual instalments, the first instalment shall be payable on or before the expiry of one year from the date of issue of the allotment order under sub-rule (3) of rule 5 or the date of auction under rule 7, as the case may be.

(c) in case it is decided to make recovery in three equated annual instalments, the first instalment shall be payable on or before the expiry of one year from the date of issue of the allotment order under sub-rule (3) of rule 5 or from the date of auction under rule 7, as the case may be.

(2) In case of payment by instalments as provided in sub-rule (1), each instalment would be recovered together with interest thereon, at the rate of ten per cent per annum. The interest shall accrue from the date of issue of allotment order or the date of auction, as the case may be, but no interest shall be payable if the whole of the balance of seventy-five per cent of the tentative price or final price is paid in full by the transferee within sixty days of the issue of allotment order or the date of auction, as the case may be.

(3) Each instalment shall be remitted to the Estate Officer concerned by demand draft payable to the Estate Officer and drawn on any Scheduled Bank situated at the nearest place to the Estate concerned or at any other place which the Estate Officer may specify.

(4) Every such remittance shall be accompanied by a letter showing full particulars of the site to which the payment pertains and a statement giving reference to the number and date of the allotment order issued under sub-rule (3) of rule 5 or the date of auction, as the case may be. In the absence of these particulars the amount remitted shall not be deemed to have been received.

14. In case an instalment is not paid by the transferee by the 10th of the month following the months, in which it falls due, a notice shall be served on the transferee calling upon him to pay the instalment within a month together with a sum not exceeding such amount as may be determined by the Estate Officer, by way of penalty amounting to 12% of the amount of instalment in the form as specified in rule 21. If the payment is not made within the said period or such extended period as may be allowed by the Estate Officer, not exceeding three months in all from the date on which the instalment was originally due, the Estate Officer may proceed to have the same recovered as an arrears of land revenue or to take action under section 10.

15. The transferee shall complete the building within three years from the date of issue of allotment order or the date of auction, as the case may be, in accordance with rules regulating the erection of buildings. The time-limit may be extended by the Estate Officer if he is satisfied that the failure to complete the building within the said period was due to causes beyond the control of the transferee.

16. The transferee shall bear and pay all expenses in respect of execution and regulation of the conveyance, including the stamp duty and registration fees payable therefor.

17. No fragmentation of any site shall be permitted,

Sections 23  
(2) (a) and  
3 (2).

Sections 23  
(2) (a) and  
3 (2).

Sections 23  
(2) (a) and  
3 (2).

Sections 23  
(2) (a) and  
3 (2).

Procedure  
in case of  
default.

Time within  
which building  
is to  
be erected.

Registration  
and  
Stamp Duty.

Fragmentation.

Sections 23 (2). (a) and 3 (2).	18. No obnoxious trade shall be permitted in or on any site or any building except with the prior permission in writing of the Chief Administrator.	Prohibition of obnoxious trade.
Sections 23 (2) (j) and 11.	19. (1) An appeal against an order passed under section 9 or section 10 shall be presented to the Chief Administrator or to such officer as he may appoint in this behalf, either by the appellant or his agent or shall be sent by registered post addressed to the Chief Administrator. It shall give the date of the order appealed against, and set forth concisely the grounds of appeal and be accompanied by a certified copy of the order appealed against. (2) The memorandum of appeal shall be signed by the appellant or his agent and shall be affixed with a Court fee Stamp of five rupees. (3) The Chief Administrator shall thereupon fix a date for hearing the appellant or his agent.	Appeal.
Sections 23 (2) (j) and 11.	20. The provisions of the foregoing rule shall apply <i>mutatis mutandis</i> to every application for revision of any order passed by the Estate Officer or the Chief Administrator.	Revision
Section 23 (2). (i).	21. The notice under rule 14 shall be in the form (annexed to these rules) as given in Schedule 'D'. It may be served on an individual or a group of individuals either personally or by fixation on a prominent part of the building or site or by beat of drum.	Form of Notice.
PART III—ALLOTMENT OF PLOT ON LEASE		
Sections 23 (2) (a) and 3 (2).	22. The sites in an Urban Estate may be acquired by the State Government and leased out to a deserving applicant or class of applicants by the State Government or by such authority as the State Government may appoint in this behalf for erection of building and for the purpose of proper planning and the development of the Urban Estate. The lease shall be granted for a period of 95 years and the State Government may agree to demise plot of land to the lessee in the prescribed manner.	Lease of sites.
Sections 23 (2) (a) and (b) (c) and (d) and 3 (2).	23. The lessee shall pay 10% premium on account of price and cost of development as determined by State Government from time to time before handing over possession and balance 90% of the price shall be recovered in 15 equal annual instalments, interest being calculated at the prevailing Government rates. The minimum rent for the site of plot shall be Re.1 per month per square yards or part thereof, till the expiry of lease. In case of default on the part of lessee in the payment of the price of land or the interest due the penal interest at the rate of 11% shall be charged until the outstanding arrears are fully cleared.	Price and Rent of Plot.
Sections 23 (2) (a) and 3 (2).	24. (1) In case of grant/lease of plots, the intending lessees shall make an application to the Estate Officer in the form annexed to these rules as given in the Schedule 'E'. (2) No application under sub-rule(1) shall be valid unless it is accompanied by ten per cent of the premium to be ascertained by intending lessees in advance from the Estate Officer, in the form of demand draft payable to the Estate Officer and drawn on any Scheduled Bank, situated at the nearest place to the Urban Estate concerned or at any other place which the Estate Officer may specify.	Application for lease of sites

(3) When ten per cent of the premium has been tendered by lessee the State Government or such authority as it may appoint in this behalf, may lease out a site of the size applied for. Intimation of grant/lease shall be given to the applicant(s) by registered post giving the number, dimensions, area and tentative price or final price of the site allotted. The applicant shall pay 25% of the premium inclusive of 10% of the amount already paid under sub-rule (2), to the Estate Officer, within three months of the receipt of the intimation of grant/lease by him under this sub-rule.

(4) The applicant shall, unless he refuses to accept the lease within thirty days of the date of issue of the allotment orders, deposit within that period and the manner mentioned in sub-rule (2) balance seventy-five per cent of the tentative price or final price of the site in 15-equal annual instalments along with interest thereon. In case of failure to deposit the said instalments in full on due date the allotment shall be cancelled and the deposits already made shall be forfeited to state Government in whole or in part as the State Government may decide and the applicant shall have no claim for damages.

(5) If the applicant refuses to accept the allotment within the said period of thirty days he will be entitled to the refund of the amount paid by him. The refusal be communicated to the Estate Officer concerned through an acknowledgement due registered letter. The refund shall be made by means of a cheque payable at the State Bank of India at any place and the applicant shall have no claim in respect of the collection charges for the cheque.

25. (1) The allottee shall not use the site for the building are erected thereon for a purpose other than that for which the site was allotted to him.

Sections 23  
(2) (a), (d)  
and 3 (2).

(2) No fragmentation of any site shall be permitted. The allottee shall complete the building within three years from the date of taking over the possession of site.

(3) In the event of breach of any terms and conditions of the allotment the Estate Officer shall have the right to revoke the allotment or cancel the lease deed, and take back possession of land without payment of any compensation whatsoever.

(4) The allottee of the plot shall pay all taxes and the charges in respect of the plot and building constructed thereon.

26. The possession of the site shall be delivered to the lessee within 3 months of the allotment of plot and payment of twenty-five per cent of the amount of premium.

Sections 23  
(2) (a) and  
3 (2).

27. On receipt of at least twenty-five per cent of the amount of premium, the lessee shall execute lease deed in the form given in Schedule 'F' in such manner as may be directed by the Estate Officer.

Sections 23  
(2) (a) and  
3 (2).

#### PART IV—PROCEDURE FOR SUBMISSION OF BUILDING APPLICATIONS

28. Any person intending to erect or re-erect any building shall give notice to the Estate Officer of such intention in writing in form as given in Schedule 'G' appended to these rules, obtainable from the Estate Officer and shall at the same time submit:—

Sections 23  
(2) (e) and  
5 (2).

(i) *Site Plan*.—Must be drawn to a scale of not less than 16 feet to an inch.

Terms and  
conditions  
for grant of  
lease.

Delivery of  
possession.

Lease Deed

Submission  
of building  
applications

- (ii) *Plan elevation and sections.*—Plan elevation and sections of proposed building to a scale of a foot to a 1/4".
- (iii) details of specifications of the work to be executed on the prescribed form as given in Schedule 'H' appended to these rules.
- (iv) the applicant intending to construct as per standard drawings prepared by the Government shall obtain the same on request from the Estate Officer at a cost fixed by the Government.
- (v) Every applicant shall submit two copies of cloth back drawing to the Estate Officer.

Sections 23  
(2) (e) and  
5 (2).

29. (1) The building drawings shall clearly state and submit the following:—

Building  
Drawings.

- (i) the nature of the building,
- (ii) plans of ground and other floor front and side elevation and sections,
- (iii) calculation of covered area of each floor,
- (iv) means of access to the building,
- (v) open spaces and yards inside or surrounding the building,
- (vi) method of ventilation to all rooms,
- (vii) the method of disposal of swerage, sullage and storm water in detail.

(2) The Estate Officer shall not accept any drawings or plans, sections or specifications which do not bear the signatures of an Architect registered with the office of the Chief Engineer, Himachal Pradesh Public Works Department, except the drawings prepared by the Government.

#### PART V—PLANNING AND ARCHITECTURAL REQUIREMENT OF BUILDING

Sections 23  
(2) (e) and  
5 (2).

30. *Residential.*—Maximum coverage shall not be more than 50 % of the plot area.

Coverage of  
Building on  
site.

*Commercial.*—The coverage shall be 100 % of the plot area.

*Shop-cum-flat:*

*Ground-floor.*—The coverage shall be 100 %.

*First floor.*—The coverage may be 100 %.

31. *Residential:*

Minimum size of rooms of a dwelling shall be as follows:—

Minimum  
Sizes of  
rooms of  
dwelling.

- (i) *Habitable room.*—Not less than 100 square feet.
- (ii) *Kitchen.*—Not less than 60 square feet (minimum width 6'-0").
- (iii) *Bath-room.*—Not less than 20 square feet (minimum width 3'-6").
- (iv) *W.C.*—Not less than 12 square feet (minimum width 3').
- (v) *Bath and W.C. combined toilet.*—Not less than 12 square feet (minimum width 5').

Sections 23  
(2) (e) and  
5 (2).

32. (i) *Single storey:*—

Minimum  
heights of  
a dwelling.

- (a) *Habitable rooms.*—Every such room shall have an average height of not less than 8'-6" from floor to the ceiling of the room and a minimum height of not less than 7' (0" from floor of the room to the eaves of the roof.
- (b) *Other rooms.*—The minimum height shall not be less than 7'-0" from the door of the room to the eaves of the roof.

(ii) *Double storey:*

*Ground floor:*

- (a) *Habitable Room.*—Every such room shall have an average height of not less than 9'-0" from floor to the ceiling.
- (b) *Other Rooms (Ground Floor).*—The minimum height shall not be less than 7'-0" from the floor of the room to the ceiling.
- (c) *First Floor Habitable room.*—Every such room shall have an average height of not less than 8'-6" from floor to ceiling and a minimum height not less than 7'-0" from floor of the room to the caves of the roof.
- (d) *Other Rooms.*—The minimum height shall not be less than 7'-0" from the floor of the room to the caves of the roof.

Fire Place.	33. Atleast one living room shall be provided with a fire place, no fire place to be used as such shall be constructed unless the floor beneath it and around it for a width of three feet has been rendered fire proof.	Sections 23 (2) (e) and 5 (2).
Height of building.	34. No building more than two storeys shall be erected.	Sections 25 (2) (e) and 5 (2).
Design of attached structures.	35. For single storey constructed the attached units shall be similar.	Sections 23 (2) (e) and 5 (2)
Kitchen.	36. Every room used as kitchen: <ul style="list-style-type: none"> <li>(i) will be well lit and constant means of ventilation shall be provided through external air;</li> <li>(ii) it will be provided with cooking range of standing or sitting type;</li> <li>(iii) a smoke flue shall be built in accordance with the drawing supplied by the Government ;</li> <li>(iv) an impermeable dado 3'-0" high shall be provided;</li> <li>(v) it shall be provided with shelves or cupboard in the wall;</li> <li>(vi) a sink for washing utensils with minimum dimension of 3'-3" will be provided;</li> <li>(vii) the drainage of the kitchen shall be through a proper floor trap connected to the main sewerage.</li> </ul>	Sections 23 (2) (e) and 5 (2).
Bath and W.C.	37. (i) Constant means of ventilation shall be provided through external air; <ul style="list-style-type: none"> <li>(ii) an impermeable dado 3'-0" high shall be provided;</li> <li>(iii) these will be provided with a drain constructed of impervious material and connected to the main drain;</li> <li>(iv) no person shall dispose of the affluent from a septic tank surface verification or by sub-soil drainage or into an open unlined cesspool;</li> <li>(v) the tank shall be mosquito proof and the water supply to W.C. shall be indirect and the rest of the connections shall be direct.</li> </ul>	Sections 23 (2) (e) and 5 (2).
Minimum plot rear and side open Spaces in residential buildings.	38. (a) No building shall be erected within 10'-0" of the boundary line of the plot. Such air space forming an un-separable part of site. <ul style="list-style-type: none"> <li>(b) <i>Rear.</i>—Every building shall have an open air space in the rear not less than 10'-0" in width. Such air space forming an unseparable part of site.</li> <li>(c) <i>Side.</i>—Every building shall have open space on one side at least 5'-0" front wide. Such air space forming an inseparable part of the site.</li> </ul>	Sections 23 (2) (e) and 5 (2).



(d) *Projection*.—No portion of any building shall project beyond the set back line.

(e) *Ventilation of rooms*.—Every room intended to be used as an habitable room shall be provided for the purpose of light and ventilation with windows having the total area not less than 12½ % of the floor area of the room and should open directly on to a space which is open to the sky or on the verandah opening and should ensure through ventilation.

(f) *Chimneys*.—Every kitchen or a cooking place shall be provided with a smoke flue having a minimum area of 40 sq. inches the flues shall be parged from inside.

(g) *Storm water drainage*.—Adequate provision shall be made for the proper drainage of rain water from the building and also surface water from the compound of the building. Parnallas and spouts will not be permitted from the roof. Only cast iron rain water pipes shall be allowed.

(h) *Damp proof course*.—All walls internal and external shall be provided with a course of some hard, impermeable material such as cement, concretes, slate, asphalt, lead or verified brick etc. at the plinth level in order to prevent dampness rising by capillary action.

(i) *Stair cases*. Every stair case shall have the following:—

(i) clear width of stair shall not be less than 3'-0".

(ii) no step shall have rise of more than 0'-7";

(iii) no tread shall have a width of less than 0'-9";

(iv) the minimum clear headroom shall not be less than 7'-0" and the stair case shall be adequately lit.

Sections 23  
(2)(e) and  
5 (2).

39. The verandah in front of booths shall be kept clean for pedestrian movements and shall not in any case be used for keeping any article. Any contravention of this rule shall be punishable under section 16 of the Act.

Use of  
Verandah  
Commercial  
buildings.

Sections 23  
(2)(e) and  
5 (2).

40. Any change in the internal planning of the booths or shops shall be got approved by the Estate Officer before it is being constructed.

Change in  
internal  
planning of  
Commercial  
buildings.

Sections 23  
(2)(e) and  
5 (2).

41. The cooking in the shops shall be done only under the rule as shown in the drawing supplied by the Government no other type of cooking places shall be allowed.

Cooking  
place in  
Commercial  
buildings.

Sections 23  
(2)(e) and  
5 (2).

42. All the (shops booths) shall be constructed strictly according to the drawing obtainable from the Estate Officer on price fixed by the Government.

Construct-  
ion of shop  
in conformity  
with draw-  
ings.

43. The rules relating to the construction of residential buildings shall also apply *mutatis mutandis*.

(b) In the case of two roomed tenement in shop-cum-flats the area of one room may be 80-square feet.

Shops cum-  
flats.

PART V—MISCELLANEOUS

Construc-  
tion to be  
completed  
with speci-  
fied time.  
Completions  
Certificate.

44. If building is not completed within two years of the date of sanction, the sanction shall be deemed to have lapsed with respect to that portion of building which has not been completed.

45. When the building is completed, the applicant shall give notice of completion of buildings and for permission to occupy the building in form as given in Schedule 'I' together with a certificate of completion from an Architect in form as given in Schedule 'J'.

Use of Plan.

46. In case of the applicant using plans provided by the Government the certificate to be attached with the notice of completion the building of under rule 45 shall have to be used by the Estate Officer.

Permission  
to occupy.

47. No person shall occupy a building sanctioned under these rules without obtaining permission in form 'K' appended to these rules.

Repeal and  
savings.

48. The Himachal Pradesh Urban Estates (Sale of Sites) Rules, 1971 and the Himachal Pradesh Urban Estates (Erection of Buildings) Rules, 1973, are hereby repealed.

Notwithstanding such repeal, anything done or any action taken or under the repealed rules shall be deemed to have been done or taken under the corresponding provisions of these rules.

SCHEDULE 'A'

(See Rule-5)

APPLICATION FOR THE PURCHASE OF SITE OR SITES IN THE  
URBAN ESTATE AT.....

To

The Estate Officer,  
Urban Estate,  
.....

Sir,

I/We .....request that I/we may be  
sold/leased residential/industrial/commercial site/sites as stated below:—

Size of site/sites in Marlas (One Marla number of site=25 square  
yards) or kanals. (One Kanal sites of each size=500 sq. yards)

.. ..  
.. ..

2. My/our preference is for site/sites mentioned below:—

Section/block	Size of sites	Serial number sites
---------------	---------------	---------------------



3. (To be filled in only by those who fall in any of these three preferential categories).

(a) My/our land has been acquired after.....for setting up this Urban Estate or for the public purpose of setting up (Here mention the public purpose) in the vicinity of the Urban Estate, as detailed below:—

Name of the village	Khasra No. and area acquired	Data of acquisition
---------------------	---------------------------------	---------------------

(b) I/We are employers/employees working in Industrial/commercial establishment or Government office located in the vicinity of urban estate, namely, as under:—

(Certificate of the employer to be attached in case of employees).

Or

(c) I/We require one above sites for housing the employees of industrial/Commercial establishment/Government office located in the vicinity of urban estate detailed as under:—

4. Enclosed herewith is the Demand Draft for amount of Rs..... equivalent to ten per cent of the tentative price or final price of the site(s) detailed in para 1 above as earnest money, payable to the Estate Officer and drawn on.....Bank at.....

5. My/Our profession/professions is/are.....

6. I/we will pay the tentative price/final price of the site(s) in lump-sum/ in prescribed instalments and will further pay the additional price on demand within the prescribed period.

7. (To be filled in only for allotment of industrial sites)

(a) Type of industry to be started.

(b) Whether licence necessary under industries development regulation Act, and, if so steps taken to secure the licence. Copy of the licence to be attached if already secured.

(c) (i) Estimated cost of the project and how it is proposed to meet it ?

(ii) Whether foreign exchange is involved, if so, arrangements made to secure it.

(d) if capital has to be raised in the market, steps taken to secure it. Permission of Controller of capital issues for raising capital to be attached, if available.

(e) time to be taken for completion of the project.

(f) details of staff to be employed:—

(i) managerial staff.

(ii) technical personnel.

(iii) ministerial and labour.

(g) copy of the proposed layout of the site indicating broadly the covered area under various units of the factory.

(h) is any foreign collaboration visualised and, if so, steps taken to secure it.

(i) phased requirements of electric power.

8. I/We agree to conform to and abide by the terms and conditions contained in the rules made under the H. P. Urban Estates (Development and Regulation) Act, 1969.

Yours faithfully,

Signature(s).....

Name(s).....

Address(s).....

Dated:

# SCHEDULE 'B'

(See Rule 9)

## DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOT- MENT/LEASE OUT

THIS DEED OF CONVEYANCE made the.....day of.....  
19.... between the Governor of Himachal Pradesh (hereinafter called "the  
Vendor") of the part and Shri.....son of.....  
resident of.....in the district of.....  
(hereinafter called "the transferee") of the other part.

WHEREAS the site hereinafter described and intended to be hereby con-  
veyed is owned by the vendor in full proprietary rights;

AND WHEREAS the vendor has sanctioned the sale/lease of the said site to  
the transferee in pursuance of his application dated.....  
made under sub-rule (1) of rule 5 of the Himachal Pradesh Urban Estate  
(Development and Regulation) Rules, 1977 (hereinafter referred to as "the  
said rules"); to be used as a site for commercial/industrial/residential pur-  
pose in the Urban Estate of.....;

AND WHEREAS the vendor has fixed the tentative price/final price of the  
said site at Rs.....(Rupees.....).

AND WHEREAS the vendor reserves the right to enhance the tentative price  
by the amount of the additional price determined in accordance with  
the said rules;

AND WHEREAS the transferee has agreed to pay the tentative price  
and the additional price/final price in the manner hereinafter appearing;

NOW, THEREFORE, THIS DEED WITNESSETH that for the purpose of carrying  
into effect, the said sale and in consideration of the covenants of the

transferee hereinafter contained and the said sum of Rs. .... (Rupees. ....) paid by the Transferee\* A) as earnest money (the receipt of which the vendor hereby acknowledges) and the undertaking of the transferee to pay the balance of the tentative price/final price with ..... per cent per annum interest calculated from the date of allotment order in\*\* one/two/three equal yearly instalments, the first instalment being payable on the tenth day of ..... (B) \*\*\* and the additional price, if any, determined to be paid by the transferee within a period of thirty days of the date of demand made by the Estate Officer \*\*\*the vendor hereby grants, Land conveys upto the Transferee all that part and parcel of site. No. ...., area in square yards. .... and more particularly described in the plan filed in the office of the Estate officer and signed by the Estate Officer aforesaid and dated the ..... day of ..... 19.... (hereinafter called "the said site").

To have and to hold the same upto and to the use of transferee subject to the exceptions, Reservations conditions and covenants hereinafter contained and each of them that is to say.

(1) (a) The Transferee shall enjoy the right of possession as and enjoyment so long as he†(A) continues paying the instalments on the due dates or within such extended time as the Estate Officer may allow in writing and (B)(C) pays the additional price, if any, determined by the Vendor, within the fixed period as aforesaid and otherwise (D) conforms to the terms and conditions of sale.

(b) The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and save with the sanction of the Chief Administrator, the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) till such time as the full sale price is paid to the vendor and a building has been constructed on the site upto a minimum of 10 per cent of the area of the site.

(2) The Vendor reserve to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Vendor shall think fit, with power to carry out any surface or any underground workings, and to let down surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of all said for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained:

\*Omit (A) to (B) if full price paid.

\*\*Strike off whichever is not applicable.

\*\*\*Portion to be omitted where no remaining price to be determined.

†(D)Omit (A) to (B) if full tentative price paid (2). Omit (A) to (D) if full final price paid. (3) Omit (C) to (D) if final price payable in instalments.

Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or buildings on the said site by such works or workings letting down as may be agreed upon between the Vendor and the Transferee or falling such agreement as shall be ascertained by reference to arbitration.

(3) The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.

(4) The Transferee shall within three years from the date of issue of allotment order, namely..... complete the construction of..... on the said site, the plans of which shall be in accordance with the rules made and directions given from time to time by the Vendor or the Chief Administrator and in this respect and approved by the Chief Administrator or any officer duly authorised by him in this behalf:

Provided that the time under this clause may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the Transferee.

(5) The Transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds or kacha building for the purpose for which the said site has been sold.

\*(6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969, the Transferee shall not dig or cause to be dug any pit upon the said site, till the tentative price/final price has been paid.

(7) The Vendor may, by his officers and servants, at all reasonable times and in a reasonable manner after twenty-four hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the Transferee has duly performed and observed the covenants and conditions to be performed by him and observed under these presents.

(8) The Vendor shall have full right, power and authority at all times to do through officers or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the Transferee as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The Transferee shall not use the said for a purpose other than of..... nor shall he use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

(10) The Transferee shall accept and obey all the rules and orders made or issued under the Himachal Pradesh Urban Estate (Development and Regulation) Act, 1969.

---

\*Omit this clause if full tentative or final price paid.

\*(11) In the event of non-payment of any instalment on due dates or of the additional price within the fixed period by the Transferee it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the Transferee shall not be entitled to a refund of the sale price or any part thereof or to any compensation whatsoever on account of such resumption.

(12) In the event of any dispute or difference at any time arising between the Vendor and Transferee as to the true intent and meanings of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner identical or relating thereto, the said dispute or difference shall be referred for arbitration to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto.

If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided otherwise, the Vendor will secure the Transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:—

- (a) the expression "Chief Administrator" shall mean the officer appointed as such by the Government under clause (d) of section 2 of the Himachal Pradesh Urban Estate (Development and Regulation) Act, 1969;
- (b) the expression 'Estate Officer' shall mean the person appointed by the Government under clause (f) of section 2 of the Himachal Pradesh Urban Estates, (Development and Regulation) Act, 1969, to perform the functions of an Estate Officer in the Urban Estate of.....;
- (c) the expression 'Vendor' used in these presents shall include, in addition to the Governor of Himachal Pradesh, and in relation to any matter of any thing contained in or arising out of these presents, every person duly authorised to act or to represent the Government of Himachal Pradesh in respect of such matter or thing;
- (d) the expression "Transferee" used in these presents shall include in addition to the said his lawful, heirs (permitted) successors, representatives, assignees transferees, lessees and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.

In witness whereof the parties hereto have here-under respectively subscribed their names at the places and on the date hereafter in each case.—

Signed by the said ..... }  
 at ..... on ..... } (Transferee)  
 date of ..... 19 . }

\*Omit if full final price paid.

In the presence of:—

Witness..... }  
Name..... }  
Residence..... }  
Occupation..... }

One of these witnesses must be a magistrate (with his court seal) if the Deed is not executed before the Estate Officer.

(Signature)

Name..... }  
Residence..... }  
Occupation..... }

(Signature)

Signed by for and on behalf of the  
Governor of Himachal Pradesh  
and setting under his authority at  
the.....  
day of.....19 . }

(Estate Officer)

In the presence of:—

Name..... }  
Residence .. }  
Occupation..... }

(Signature)

Name..... }  
Residence..... }  
Occupation..... }

(Signature)

#### SCHEDULE 'C'

(See Rule 9)

#### DEED OF CONVEYANCE OF BUILDING SITE SOLD BY AUCTION

This Deed of Conveyance made the.....day of.....197 .  
between the Governor of Himachal Pradesh (hereinafter called "the Vendor"  
of the one part and Shri..... son of.....resident  
of.....in the district of..... (hereinafter  
called "the Transferee") of the other part.

WHEREAS the site hereinafter described and intended to be hereby  
conveyed is owned by the Vendor in full proprietary rights:

AND WHEREAS the Vendor has sanctioned the sale of the site to the  
transferee for the sum of Rs..... (Rupees.....) to  
be used as a site for commercial/industrial/residential purpose in the urban  
estate of.....

AND WHEREAS the transferee has agreed to pay the sum of Rs.....  
(Rupees.....) being the sale price of the said site;

NOW, THEREFORE, this deed, witnesseth that for the purpose  
of carrying into effect the said sale and in consideration of the covenants

of the transferee hereinafter contained and the said sum of Rs. .... (Rupees. ....) paid by the Transferee\* (A) as earnest money (the receipt of which the Vendor hereby acknowledges) and the undertaking of the Transferee to pay the balance with. .... per cent per annum interest calculated from the date of the auction \*\* one/two/three equal yearly instalments, the first instalment being payable on the tenth day of. .... (B) the Vendor hereby grants and conveys upto the Transferee all that part or parcel of site No. .... area in sq. yds. .... and more particularly described in plans filed in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the. .... day of. .... 197. .... (hereinafter called the side site).

To have and to hold the same upto and to the use of the Transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say:—

(1) (a) The transferee shall enjoy the right of possession and enjoyment so long as he\*(A) continues, paying the instalments on the due dates or within such extended time as the Estate Officer may allow in writing and otherwise; (B) conforms to the terms and conditions of sale.

(b) The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale, and save with the sanction of the Chief Administrator, the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site of any right, title or interest thereon (except by way of lease on a monthly basis) till such time as the full sale price is paid to the Vendor and building has been constructed on the site upto a minimum of ten per cent of the area of the site.

(2) The vendor reserves to himself all mines and minerals whetsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Vendor shall think, fit, with power to carry out any surface or any underground workings and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site for purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained:

Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or buildings on the said site by such works or workings or letting down as may be agreed upon between the Vendor and the Transferee, or failing such agreement, as shall be ascertained by reference to arbitration.

(3) The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.

\*Omit (A) to (B) if full price paid.

\*\*Strike off which ever is not applicable.



(4) The Transferee shall within three years from the date of auction, namely..... complete the construction of ..... on the said site, the plans of which shall be in accordance with the rules made and directions given from time to time by the Vendor or the Chief Administrator in this respect and approved by the Chief Administrator or any officer duly authorised by him in this behalf:

- Provided that the time under this clause may be extended by the Estate Officer in case the failure to complete the buildings by the stipulated date was due to reasons beyond the control of the Transferee.

(5) The Transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds or kacha building for the purpose for which the said site has been sold.

\*(6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969, the Transferee shall not dig or cause to be dug any pit upon the said site till the full price has been paid.

(7) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after twenty-four hour's notice in writing enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed by him and observed under these presents.

(8) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the transferee as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The Transferee shall not use the said site for a purpose other than that of.....nor shall he use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

(10) The Transferee shall accept and obey all the rules and orders made or issued under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

\*\* (11) In the event of non-payment of any instalment on due date by the Transferee it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to repossess, retain and enjoy the same as to his former estate and the Transferee shall not be entitled to refund for the sale price or any part thereof or to any compensation whatsoever on account of such resumption.

\*Omit if full price paid.

\*\*Omit if full final price paid.



(12) In the event of any dispute or difference at any time arising between the Vendor and the Transferee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner identical or relating thereto the said dispute, or difference shall be referred for arbitration to the Chief Administrator whose decision thereon shall be final and binding on the parties hereto.

If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the Vendor will secure the Transferee full and peaceful enjoyment of the rights and privilege herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:—

- (a) the expression 'Chief Administrator' shall mean the officer appointed as such by the Government under clause (d) of section 2 of the Himachal Pradesh Urban Estate (Development and Regulation) Act, 1969;
- (b) the expression 'Estate Officer' shall mean the person appointed by the Government under clause (f) of section 2 of the Himachal Pradesh Urban Estates, (Development and Regulation) Act, 1969, to perform the functions of an Estate Officer in the Urban Estate of.....;
- (c) the expression 'Vendor' used in these presents shall include, in addition to the Governor of Himachal Pradesh, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Government of Himachal Pradesh in respect of such matter or thing;
- (d) the expression 'Transferee' used in these presents shall include in addition to the said his lawful, heirs, (permitted) successors, representatives, assignees, transferees, lessees and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.

In witness whereof the parties hereto have hereunder-respectively subscribed their names at the places and on the date hereafter in each case specified.

Signed by the said..... }  
 at..... on the..... } (Transferee)  
 date of.....19.... }

In the presence of:—

Witness..... }  
 Name..... } One of these witnesses must be a  
 Residence..... } Magistrate (with his court seal)  
 Occupation..... } if the Deed is not executed before  
 the Estate Officer.

(Signature)

Name..... }  
 Residence..... } (Signature)  
 Occupation..... }  
 Signed by for and on behalf of the }  
 Governor of Himachal Pradesh } (Estate Officer)  
 and setting under his authority at }  
 the..... }  
 day of..... 19..... }

In the presence of:—

Name..... }  
 Residence..... } (Signature)  
 Occupation..... }  
 Name..... }  
 Residence..... } (Signature)  
 Occupation..... }

#### SCHEDULE 'D'

(See Rules 14 & 21)

#### FORM OF NOTICE CALLING UPON THE PURCHASER FOR THE PAYMENT OF THE INSTALMENT OVERDUE OR CALLING UPON HIM TO RECTIFY THE BREACH OF ANY TERM

To

.....son of..... Address .....  
 allottee/purchaser of site No. ....in the Urban Estate  
 at..... Whereas, site No.....in the Urban Estate  
 situated at.....was secured by you through allotment/purchase.

And Whereas:

(1) The instalment of Rs.....payable on 10th .....19.....  
 has not been paid so far. Take notice, therefore, that you may pay Rs.....  
 as the instalment overdue plus Rs..... as penalty on or before.....  
 .....day of.....19 . Failing which I shall take action to re-  
 cover the same as arrears of land revenue or take action under section 10 of  
 the Himachal Pradesh Urban Estates (Development and Regulation) Act,  
 1969.

Issued under my hand and the seal, this.....day of.....  
 19

.....  
 Estate Officer.

SCHEDULE 'E'  
[See rule 24(1)]

To

The Estate Officer,  
Urban Estate,  
.....

Sir,

I request that I/we may be leased a residential/industrial/commercial sites as stated below:

Size of site/sites in Marlas (One Marla=25-sq. yds. One Kanal=500-sq. yds.	Number of site/sites of each size
.....	.....
.....	.....

2. My/Our preference is of site/sites mentioned below:—

Section/Block	Size of site	Serial No. of sites
.....	.....	.....

3. (a) I/We are employers/employees working in ..... establishment located in the vicinity of Urban Estate namely as under:

(Certificate of ..... responsible officer to be attached).

✓ (b) I/We require above sites for housing the employees of ..... establishment located in the vicinity of Urban Estate detailed as under:

4. Enclosed herewith is the Demand Draft for Rs. .... equivalent to ten per cent premium on account of price and cost of development payable to Estate Officer and drawn on ..... Bank at .....

5. I/We will pay the balance amount of premium on account of price and cost of development in lumpsum/prescribed instalments and will further pay the rent of the plot at the end of each month.

6. Time to be taken for completion of the project.

7. I/We agree to conform to and abide by the terms and conditions contained in the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

Yours faithfully,

Dated.....

Signature.....  
Name.....  
Address.....

**SCHEDULE 'F'**  
(Under rule 27)

**LEASE DEED**

This Indenture made this.....day of.....one thousand nine hundred and.....**BETWEEN THE** Governor of Himachal Pradesh (hereinafter called "the lessor") of the one part and ..... (hereinafter called the 'Lessee') of the second part.

WHEREAS the Lessee has applied the Lessor for the grant of a lease of the plot of land, belonging to the Lessor, hereinafter described and the Lessor has on the faith of the statements and representations made by the lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing.

Now this Indenture witnesseth that, in consideration of the payment of a premium as well as the rent the amount of which shall be determined by the Lessor and which the Lessee hereby agrees to pay within fifteen days of demand by the Lessor, and of the covenants on the part of the lessee hereinafter contained, the lessor doth hereby demise unto the lessee **ALL THAT** plot of land being plot No..... Block No..... in the layout plan of..... containing by admeasurement an area of..... or thereabouts situated at..... which plot is more particularly described in the Schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured and (hereinafter) referred to as the ("the plot") **TOGETHER** with all rights, easements and appurtenances whatsoever to the said industrial plot belonging or appertaining **TO HOLD** the premises hereby demised unto the Lessee from..... day of..... one thousand nine hundred and..... **YIELDING AND PAYING** therefor rent as hereinafter mentioned.

Subject always to the exceptions, reservations, and conditions hereinafter contained, that is to say:—

1. The Lessor excepts and reserves unto himself all mines, minerals, coals, goldwashing, earth oils and quarries in or under the industrial plot and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same without providing or leaving any vertical

support for the surface of the plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

2. The Lessee for himself, his heirs, executors, administrators and assignees, covenants with the Lessor in the manner following that is to say:—

- (i) The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.
- (ii) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein appointed.
- (iii) The Lessee shall not deviate in any manner from the layout plan nor alter the size of the plot whether by sub-division, amalgamation or otherwise.
- (iv) The Lessee shall, within a period of two years from the..... day of.....one thousand nine hundred..... (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specification from the Lessor or other authority specified by the Lessor, at his own expenses, except (upon the plot and complete in a substantial and workman like manner building) with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of and in accordance with the rules and bye-laws of municipal or other authority.
- (v) (a) The Lessee shall not sell, transfer, as sign or otherwise part with the possession of the whole or any part of the plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion:

PROVIDED that such consent shall not be given for a period of ten years from the commencement of this Lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent:

PROVIDED FURTHER that, in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value) shall be final and binding:

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

- (b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of the Lessor, mortgage or charge the industrial plot in such person as may be approved by the Lessor in his absolute discretion:

PROVIDED that, in the event of the sale or fore-closure or the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the industrial plot as aforesaid, and the amount of the Lessors' share of the said unearned increase, shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said plot shall be final and binding on all parties concerned:

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

- (vi) The Lessors' right to recover fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
- (vii) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein and be answerable in all respects therefor.
- (viii) Whenever the title of the Lessee in the industrial plot is transferred in any manner whatsoever, the transfer or and transferee shall within three months of the transfer, give notice of such transfer in writing to the Lessor.

In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution give notice of such devolution to the Lessor.

The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the documents evidencing the transfer or devolution.

- (ix) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the industrial plot hereby demised or on any building to be erected thereupon or on the landlord or tenant in respect thereof.
- (x) All arrears of rent and other payments due in respect of the plot hereby demised shall be recoverable in the same manner as arrears of land revenue.
- (xi) The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
- (xii) The Lessee shall not without sanction or permission in writing of the Lessor or other authority prescribed by the Lessor erect any building or make any alteration or addition to such building on the plot.

- (xiii) The Lessee shall not without the written consent of the Lessor use, or permit to be used, the plot or any building thereon for residence or for carrying on any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood:

**PROVIDED THAT**, if the Lessee is desirous of using the said plot or the building thereon for a purpose other than that for which plot has been allotted, the Lessor may allow such change of use on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.

- (xiv) The Lessee shall on the termination of this Lease peaceably yield up the plot and the buildings thereon unto the Lessor if not renewed by the Lessor.

3. If the sum or sums payable towards the premium of the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of the lessor, whose decision shall be final, any breach by the lessee or by any person claiming through or under him of any of the convenants or conditions contained herein and on his part to be observed or performed, then and in any such case, it shall be lawful for the lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the industrial plot hereby demised and the buildings thereon, to re-enter upon and take possession of the plot and the buildings and fixtures thereon, and thereupon this lease and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him:

**PROVIDED that**, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid, and in his absolute discretion, waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

4. No forfeiture or re-entry shall be affected until the lessor has served on the Lessee a notice in writing:—

- (a) specifying the particular breach complained of, and
- (b) if the breach is capable of remedy, requiring the Lessee to remedy the breach;

and the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor may, in his discretion, relieve against forfeiture on such terms and conditions as he thinks proper.



Nothing in this clause shall apply forfeiture or re-entry,—

- (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the plot as mentioned in clause 2, or
- (b) in case this lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

5. (a) To hold the plot unto the lessee for the term of 99 years commencing from..... paying therefore the annual rent as may be determined by the Lessor. The rent for the first year shall be paid by the Lessee within fifteen days of the receipt of notice of demand to that effect from the Lessor, and for each subsequent year it shall be payable in advance proportionate part of the said rent will be payable for the fraction of a year in the manner as may be prescribed by the Lessor.

The rent so revised in the 61st year shall hold good for the remaining period of the lease. The rent shall be payable annually in advance on the 1st April of each year (Proportionate part of the said rent shall be payable for the fraction of a year).

*Explanation.*—The revision of the rent shall become due from the 31st and 61 years but the actual revision may be done at any time after the expiry of the 30th year and before the commencement of the 34 year and after the expiry of the 60th year and before the commencement of the 60th year, as the case may be provided that the revision at one time shall not be more than fifteen times the rent previously fixed.

6. The Lessee doth agree that the burden of the covenants may run with the industrial plot and may bind any permitted assignee thereof, hereby covenants with the lessor as follows:—

- (i) That he will during the term of the lease hereby granted pay at the office of the Lessor or at such other place or places as the lessor may from time to time appoint in this behalf the said rent on the days and in the manner hereinbefore appointed for the payment thereof.
- (ii) That he will erect upon the plot in a substantial and workman like manner, and at all times during the term of the lease maintain thereon a good and substantial building, and as may be permitted in writing by the Lessor according to the bye-laws, rules and regulations framed by the local authorities and having jurisdiction in the area in which the plot is situated, or in accordance with any direction of an officer appointed by the Lessor on this behalf. The Lessee shall submit plans, sections, elevations and specifications for the construction of the buildings to be erected upon the plot for the approval of an officer appointed by the Lessor in this behalf, in quadruplicate and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee may, after the buildings have been completed in accordance with the approved plans, section, elevations and specifications make minor alterations and/or additions to the building/buildings provided the said alterations and/or additions do not conflict with any bye-laws, rules or regulations of local authorities and the provision of the Factories Act, 1948.



- (iii) That he will perform, observe and comply with all obligations and requisitions in respect of the plot and building thereon and business carried therein imposed by any statute, regulation or by-laws of any competent authority and also the lawful directions of any public or local authority.
- (iv) That he will not assign or under-let or otherwise part in any manner whatsoever, with the industrial land or any construction erected thereon or any of the plot or of the said construction without the prior permission in writing of the Lessor, provided, however, that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the plot as well as his interest in any building as security in respect of any moneys advanced by a State Finance Corporation, or by the Government of Himachal Pradesh, or by a Scheduled Bank or by any Insurance Co. or by the any other person for the purpose of construction of Rest House/Shop in the said land.
- (v) Subject to the provisions of clause (iv) he will register all changes in the possession of the said land or of the buildings whether by transfer succession or otherwise with an officer appointed for this purpose by the lessor within one calendar month from the respective dates of such changes, and if the Lessee shall without sufficient cause neglect to register such changes the Lessor may impose on him for each such case of neglect to register such changes a penalty not exceeding Rs. 100 and the said Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue.
- (vi) That the Lessor and all persons acting under his orders shall be at liberty at all reasonable times during the term of this lease to enter upon the plot or any buildings that may be erected thereon for any purpose connected with the lease.
- (vii) That the lessee may, at the expiration of the term of the lease obtain a renewal of the lease for a further period of 99 years at Lessors option.
- (viii) That in the event of the project not materialising, the lease will be terminated and the Lessor shall have the first option to acquire on such termination the buildings etc. at an agreed price, or failing that a price determined by a sole arbitrator agrees upon by both the Lessor and the Lessee, or in the absence of such a sole agreed arbitrator, by two Arbitrators one to be appointed by the Lessor and one by the Lessee. The provisions of the Arbitration Act, 1940 and any statutory modifications thereof shall apply to any of such arbitration. If the Lessor does not exercise his option the Lessee shall peacefully and quietly surrender to the Lessor vacant possession of the said land after removing any constructions made or machinery fixed etc. within a period of two years completed from the date of termination of the lease.
- (ix) That the condition of surrender of vacant possession by the Lessee and if the first option of the Lessor of acquisition referred to in clause (viii), shall *mutatis mutandis* apply in the event of the expiry of the term of the lease without renewal and in the event of the sooner determination of the lease in accordance with the terms and conditions in the manner stated in that clause.

- (x) That any cost of execution and registration of the lease deed shall be borne by the Lessee.
- (xi) That any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the lessor as arrears of land revenue.
- (xii) That in case any portion of the demised land is not used by the Lessee for the purpose of construction of house/shop, then notwithstanding any other covenant hereinbefore or herinafter contained the Lessor shall have the right to resume that portion of the land after giving three months notice to the Lessee, provided that the Lessor shall not exercise this option till after the expiry of 5 years from the date of completion of the Industry in accordance with the conditions of the licence granted under the Industries (Development and Regulation) Act, 1951 or in accordance with the approval granted by the Himachal Pradesh Government or any other competent authority.

7. All notices, orders, directions, consents or approvals to be given under this Lease shall be in writing and shall be signed by such officer as may be authorised by the Lessor and shall be considered as duly served upon the Lessee or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to the then residence, office or place of business of the Lessee or such person.

IN WITNESS WHEREOF THE Governor of Himachal Pradesh has caused on his behalf to set his hands and the Lessee has hereunder set his hands the day and year first above written.

#### THE SCHEDULE REFERRED TO ABOVE

All that piece of land comprising of Khasra Nos./Plot No. ...., situated at ....., District....., Himachal Pradesh and measuring ..... and bounded.

On the South.....

On the North..... Land of.....

.....

On the East.....

On the West .....(Plan attached).

Signed by Shri.....(Lessee).

In the presence of:

Signed by Shri.....

(Lessee).

(for and on behalf of the Governor of Himachal Pradesh).

Witnesses:

Witness:

SCHEDULE 'G'

(See rule 28)

(To be filled in by the applicant)

From:

.....  
.....  
.....

To

The Estate Officer,  
Urban Estate,  
.....

As required by rule 28 of the Himachal Pradesh Urban Estate (Development and Regulation) Rules, 1977, I hereby give notice that I intend to erect/re-erect a building at the plot No. .... Urban Estate.

I attach:

- (a) the plans required by the rule;
- (b) a specification of the proposed building.

Signature of applicant.

Dated.....

*Reverse of Form 'G'*

(To be filled in by the Estate Officer)

Serial number of applicant.....  
Name of applicant.....  
Site of building (No. of plot).....  
Date of receipt of application.....

Signature.

Remarks:

Estate Officer.

SCHEDULE 'H'

[See rule 28(iii)]

SPECIFICATIONS

The material to be used in the construction to be clearly specified under the following basis:

<i>Item</i>	<i>Specifications</i>
(a) Foundations	
(b) Walls	
(c) Damp proof course	
(d) Floors	
(e) Roofs	
(f) Windows and doors and other wood works	
(g) Steel works	
(h) Internal finish	
(i) External finish	

Signature of the applicant.

Signature of the architect.

SCHEDULE 'I'

(See rule 45)

NOTICE OF COMPLETION AND PERMISSION TO OCCUPY  
UNDER RULE 45 OF THE HIMACHAL PRADESH URBAN  
ESTATE (DEVELOPMENT AND REGULATION) RULES, 1977

FROM:

.....  
.....  
.....

To

.....  
.....  
.....

Sir,

I/We hereby give notice that the building/part of the building described below and sanctioned with your Order No....., dated..... has been completed on.....in all respects according to the sanctioned plans and the suggested modifications have been carried out.

2. Completion certificate from the Architect who supervised the construction of the building is submitted herewith.

3. Kindly permit me to occupy the building/part of the building as required by Rule 45 of the Himachal Pradesh Urban Estates (Development and Regulation) Rules, 1977.

Description of building:

Plot No. ...., Street No. ....

Signature of owner.

\_\_\_\_\_  
SCHEDULE 'J'  
(See rule 45)

**COMPLETION CERTIFICATE BY AN ARCHITECT UNDER RULE 45  
OF THE HIMACHAL PRADESH URBAN ESTATES (DEVELOPMENT  
AND REGULATIONS) RULES, 1977**

I do hereby certify that the following work has been supervised by me and has been completed to my satisfaction in accordance with the sanctioned plan, that the workmanship and the whole of the material used are good and that no provision of the bye-laws and no requisition made/condition prescribed or order issued thereunder, has been transgressed in the course of the work.

1. Name of owner
2. Plot No
3. Particulars of work

Signed.....  
(Architect).

\_\_\_\_\_  
SCHEDULE 'K'  
(See rule 47)

**PERMISSION TO OCCUPY FOR USE OF THE BUILDING UNDER  
RULE 47 OF THE HIMACHAL PRADESH URBAN ESTATE  
(DEVELOPMENT AND REGULATION) RULE, 1977**

From:

The Estate Officer,  
Urban Estate,  
.....

To

.....  
.....Plot No.  
.....

Memo No. ....

Dated.....

Whereas.....has given notice of completion of the building described below, I hereby:—

- (1) grant permission for the occupation and/or use of the said building;

1004 असाधारण राजपत्र, हिमाचल प्रदेश, 5 अक्टूबर, 1977/13 अश्विन, 1899

---

- (2) refuse permission for the occupation/use of the said building for reasons given below.

Dated.....

Signature.

By order

Sd/-  
Secretary.



# राजपत्र, हिमाचल प्रदेश

## (असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, बुधवार, 5 अक्तूबर, 1977/13 आश्विन, 1899

### GOVERNMENT OF HIMACHAL PRADESH

#### ELECTION DEPARTMENT

#### NOTIFICATION

*Simla-171002, the 30th September, 1977*

No. 3-4/74-Elec.-II.—The Election Commission of India's Notification No. 282/1/HP/77, dated the 19th September, 1977 corresponding to Bhadra 28, 1899 (S) together with its Hindi version containing amendments to the Delimitation of Parliamentary and Assembly Constituencies Order, 1976 in respect of Parliamentary/Assembly Constituencies in the State of Himachal Pradesh is hereby published in the Extra-ordinary Gazette of Himachal Pradesh for general information.

By order,  
H. S. DUBEY,  
Chief Electoral Officer,

#### ELECTION COMMISSION OF INDIA

*New Delhi*  
19th September, 1977  
Bhadra 28, 1899 (S)

#### NOTIFICATION

No. 282/1/HP/77.—Whereas the Government of Himachal Pradesh have intimated a printing mistake in the description of the extent of 32—Una Assembly Constituency given in Schedule VIII of the Delimitation of Parliamentary and Assembly Constituencies Order, 1976;